

**TALBOT COUNTY HEALTH DEPARTMENT**

**A UNIT OF THE**

**MARYLAND DEPARTMENT OF HEALTH**

**STANDARD SOLICITATION:  
COMPETITIVE BID, ACCEPTANCE FORM AND CONTRACT**

**MEDICAL ASSISTANCE  
NON-EMERGENCY TRANSPORTATION SERVICES  
FOR**

**Medical Assistance Ambulatory, and/or  
Wheelchair, and/or Ambulance Services**

If this Request for Proposal and Initiation to Bid was obtained by any means other than the Issuing Office identified herein, please contact that office immediately to ensure that you receive all addenda or errata.

**Minority Business Enterprises Are Encouraged to Respond To This Solicitation.**

## **SCHEDULE**

### **Talbot County Health Department (TCHD) Non-Emergency Medical Assistance Transportation (NEMT) Services**

<u>Date</u>	<u>Step</u>
May, 6, 2021	Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage (eMMA), and on TCHD Website, talbothealth.org
May 6, 2021	Local Newspaper Advertisement;
May 27, 2021 at 3:00 p.m.	Proposal and Bid Submission Ends; Bid Opening at Talbot County Health Department
May 28, 2021	Bid Award & Notice to Proceed

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## SECTION A. GENERAL MATTERS

### 1. Summary and Issuing Office

Title of RFP: Medical Assistance Non-Emergency Transportation Services (NEMT)

RFP Issue Date: May 6, 2021

Description of services: Provision of Ambulatory and/or Wheelchair, and/or Ambulance Transportation Services to qualified Medical Assistance clients who reside, or trips originate in Talbot County, MD.

Procurement Method: Competitive Sealed Bids (COMAR 21.05.02). The Department reserves the right to make multiple awards as the result of this solicitation.

Contract Term: July 1, 2021 – June 30, 2022  
Option #1 – July 1, 2022 – June 30, 2023  
Option #2 – July 1, 2023 – June 30, 2024  
Option # 3 – July 1, 2024 – June 30, 2025

Electronic Funds Transfer: Electronic Funds Transfer (EFT) is available. If the Bidder prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Issuing Office: Talbot County Health Department (TCHD)

Issuing Office Point of Contact: Kate Stinton, MA Transportation Program Manager  
100 South Hanson Street Easton, MD 21601  
410-819-5631  
[kate.stinton@maryland.gov](mailto:kate.stinton@maryland.gov)

Procurement Officer: Melissa Duke, Director of Administration  
100 South Hanson Street  
Easton, MD 21601  
410-819-5629  
[melissal.duke@maryland.gov](mailto:melissal.duke@maryland.gov)

Contract Monitor: Jean Honey, Program Administrator  
100 South Hanson Street  
Easton, MD 21601  
410-819-5689  
[jean.honey@maryland.gov](mailto:jean.honey@maryland.gov)

Deadline for receipt of bids: May 27, 2021 at 3:00 p.m.

Bids Received At: Talbot County Health Department  
Attn: Jean Honey  
100 South Hanson Street  
Easton, MD 21601

MBE subcontracting goal: No Minority Business Enterprise subcontracting goal was established for the contract(s) resulting from this solicitation, however Certified Minority Business Enterprise vendors are encouraged to submit bids.

2. **Questions and Inquiries – TCHD Website:** <http://www.talbothealth.org>

All questions and inquiries should be directed to the TCHD website:

Questions must be received by May 17, 2021. A summary of questions and answers will be provided to all bidders on this website.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers are not binding and reliance should not be placed on the same.

3. **Submission Deadline & Instructions**

**All proposals must arrive at the Talbot County Health Department (“Bid Receipt Office”) by May 27, 2021 at 3:00 P.M. in order to be considered.** Requests for extension of this date or time will not be granted. Bidders mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

**Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 3:00 p.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:**

**Jean Honey, Program Administrator**

**Bid Receipts**

Talbot County Health Department  
100 S. Hanson Street  
Easton, Maryland 21601

**BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.**

**BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.**

**NEITHER THE COUNTY NOR TCHD WILL BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY LOCATION OTHER THAN THE BID RECEIPT OFFICE WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE, TCHD OFFICE, OR OTHERWISE.**

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

**THIS IS A SEALED BID PROPOSAL FOR TALBOT COUNTY HEALTH DEPARTMENT NON-EMERGENCY MEDICAL ASSISTANCE TRANSPORTATION SERVICES.**

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear, a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

**4. Duration of Offer**

Unless otherwise specified by TCHD, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the bidder's written agreement.

**5. Changes in Contract Documents**

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County and TCHD assume no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or TCHD or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

**6. Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective bidders that were sent this RFP or otherwise are known by the TCHD to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

**7. Cancellation of the RFP; Rejection of All Proposals**

TCHD may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of TCHD. Neither the County nor TCHD shall have any liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

**8. Proposal Acceptance; Discussions**

TCHD reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of TCHD. TCHD also reserves the right, at its sole discretion; to award a contract, or contracts, based upon the written proposals received without prior discussions or negotiations.

**9. Bid Opening**

All bids will be opened, read, and reviewed by designated TCHD staff beginning at 10:00 a.m., **May 28, 2021**, at the Talbot County Health Department, 100 Hanson Street, Easton.

**10. Omission of Specifications**

The omission of a bidder of any specifications, or details of any specifications which would normally apply to the products or service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

**11. Incurred Expenses**

Neither the County nor TCHD will be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this RFP.



**12. Access to Public Records Act Notice**

A bidder should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

**13. Compliance with Law**

By submitting an offer in response to this RFP, the bidder, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

**14. Acceptance of Terms and Conditions**

By submitting a response to this RFP, a bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the TCHD. ***This procurement and any ensuing contracts or agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

**15. Term**

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

**16. Failure To Deliver or Perform**

In the event the bidder fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the TCHD reserves the right to purchase on the open market those goods and services which the bidder has failed to deliver and shall deduct any costs incurred by TCHD as a result of such failure to deliver, from any money due the bidder under the contract or other contracts with TCHD.

**17. Termination of Contract**

The TCHD reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the bidder at any time to perform faithfully any of the contract requirements. Should the bidder fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, TCHD

reserves the right to purchase the required goods or services in the open market and charge the bidder with any excess costs, or to complete the required work or obtain the required goods at the expense of the bidder and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to TCHD.

**TCHD may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred (not to exceed the total for the project) as of the date of termination.**

**18. Changes to the Contract**

TCHD may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the bidder's cost or time required for performance or change in scope of service. TCHD reserves the right to increase or decrease quantities and/or projects at their discretion.

**19. Agreement/Contract**

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by TCHD and shall contain, as a minimum, applicable provisions of the Request For Proposal. TCHD reserves the right to reject any agreement that does not conform to the Request For Proposal and any County or TCHD requirements for agreements and contracts.

**20. Contract and Related Data**

No reports, information or data given to or prepared by TCHD under the contract shall be made available to any person by the contractor without the prior written approval of TCHD.

**21. Contract Award**

It is the intent of TCHD to award a contract, or multiple contracts, for the NEMT services to the lowest qualified responsible and responsive bidders within 10 calendar days following bid opening; however, TCHD requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 90 days following the bid opening date. TCHD reserves the right to reject any and/or all bids.

TCHD also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, TCHD may negotiate a contract with the next selected bidder, and so on. TCHD

reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. TCHD reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

**22. Contract Documents**

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specification for the subject products or services.

**23. Talbot County Purchasing Code**

All TCHD purchases made or obtained through TCHD's procurement services are subject to and are to be accomplished in accordance with County and State procurement regulations. The TCHD Director of Administration serves as primary contact for agency procurement oversight and compliance.

**24. Non-discrimination**

The County and TCHD are equal opportunity employers. The County and TCHD comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any basis generally prohibited by any federal, State, or local law, rule, or regulation.**

**25. Talbot County Ethics Ordinance**

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Public Ethics Ordinance Code, Chapter 60, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 60 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 60) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Chapter 60 may be obtained by logging on to the County's web page and searching for Bill 1219.

## **SECTION B. BID PROPOSALS AND RELATED MATTERS**

### **1. Pre-Proposal Conference**

No pre-bid conference is scheduled.

### **2. Presentation**

Bidders may be required to make individual written or oral presentations to the TCHD representatives in order to clarify their proposals.

### **3. Proposal Form**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's proposal for meeting the requirements of this procurement.

### **4. Bid Forms**

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by TCHD will be considered.

### **5. Bid Notice Disclaimer**

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County and TCHD, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Talbot County and through eMaryland Marketplace Advantage (eMMA) procurement.

### **6. Bid Security (Intentionally blank.)**

### **7. Waiver of Technicalities**

The County and TCHD reserve the right to waive formalities or technicalities in bids as their interests may require.

### **8. Basis of Award**

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

- A. Cost
- B. Compliance with specifications.
- C. Compliance with terms of bid package.
- D. Ability to perform or deliver on time.

The County and TCHD may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County and TCHD with all requested information and data for this purpose.

9. **Modification or Withdrawal of Bids**

A. **Pre-Opening Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by written notice received by the Talbot County Health Department Program Administrator before the time and date set for bid opening. Modifications should follow the same steps as a bid proposal.

B. **Disposition of Bid Bond**

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. **Late Bids, Late Withdrawals, and Late Modifications**

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. **Performance & Payment Bonds (intentionally blank)**

11. **Substitutions**

The material, products, and equipment, if any, described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids.

Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

**12. Alternates**

An alternate is a dollar amount to be added to or subtracted from the base bid price. TCHD may request alternate prices to compare various options that may be in their best interest. TCHD shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

**13. Addenda**

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

**14. Trade and Brand Names**

Unless specifically provided otherwise in this RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

**15. Product Literature**

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

**16. Exceptions to Bid Specifications**

Any bidder taking an exception to stated specifications or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that TCHD is obligated to accept any such exception. **TCHD IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

**17. Time of Delivery**

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

**18. Default in Contracting**

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be chargeable to the defaulting bidder and payable immediately to the owner as liquidated damages.

**19. Payment Terms**

Payment will be made only for properly approved invoices supported by adequate information and details enabling TCHD to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed.

**20. Talbot County Substance Abuse Policy**

TCHD follows the Maryland Department of Health guidelines for the “Talbot County Health Department Substance Abuse Policy,” which policy is extended to this procurement. The successful bidder must strictly adhere to such policy. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the “Standard Bid Form” whether or not you have a drug abuse program in effect.**

**21. Insurance**

Prior to execution of the contract, the successful bidder shall submit a “**Certificate of Insurance**” indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

- A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of \$2,000,000 per event and \$1,000,000 per person.
- B. General Liability - Minimum - \$2,000,000
- C. Workers’ Compensation Insurance as required as law.

- D. Comprehensive Liability Insurance with minimum limits of \$1,000,000 per person, \$2,000,000 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent
- E. All required coverages shall include and specifically name TCHD as an additional insured and loss payee with respect to all operations under the contract.
- F. The successful bidder will furnish any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

**22. Immigration Law Compliance**

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

**23. Federal Taxpayer Identification Certificate (W-9)**

All first time successful bidders doing business with TCHD must complete the standard "Federal Taxpayer Identification Certificate - W-9.



## **SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS**

The Talbot County Health Department (TCHD) seeks to contract for Medical Assistance Ambulatory, and/or Wheelchair, and/or Ambulance Transportation Services to begin on July 1, 2021 for a one year period with the possibility of extending for three additional 1 year options. Bids may be for any or all of the services needed and should be broken down by type of transport. TCHD intends to award at least two contracts from this proposal. The contractor bid pricing shall include a base rate for a single rider, and a fixed per-mile rate. Mileage must not be billed for more than one NEMT Program participant in a vehicle at the same time.

Flat rate contracts will no longer be accepted for the NEMT program.

### **Background:**

The Office of Long Term Services and Supports within the Department of Health (MDH) administers the Medicaid Program for the State of Maryland. Medicaid is the program jointly funded by the state and federal governments. In order to receive federal reimbursement, Maryland must administer the program in conformity with federal statutes and regulations. Federal regulations (42CFR §431.53) require States to have a plan to ensure that Medicaid recipients have transportation to medically necessary medical services.

Since Medicaid is the payer of last resort, all possible sources of transportation must be considered and exhausted prior to the expenditure of grant funds for transportation services. The funds are to be used to:

- Screen recipients' requests for transportation to assure recipient eligibility and necessity of transportation;
- Arrange for and/or provide the most efficient means of transportation where no other transportation is available to the recipient and without the provision of transportation, the recipient would not be able to access medical care; and
- Ensure that Medicaid-funded transportation is used in a manner consistent with the requirements of COMAR 10.09.19.

The following are the counts for ambulatory, wheelchair, and ambulance transportation services provided from July 1, 2016 through March 31, 2021

\*Please note that for FY 2021, only the 1<sup>st</sup> nine months of the fiscal year (FY) are reported.

**Non-Emergency MA Ambulatory Transportation Statistics**

Dates	# of One-Way Trips	Total Miles	No Shows
<b>FY 2017</b> (7/1/16 – 6/30/17)	<b>6,704</b>	<b>94,705</b>	<b>424</b>
<b>FY 2018</b> (7/1/17 – 6/30/18)	<b>5,672</b>	<b>82,868</b>	<b>355</b>
<b>FY 2019</b> (7/1/18 – 6/30/19)	<b>6,551</b>	<b>118,975</b>	<b>340</b>
<b>FY 2020</b> (7/1/19 – 6/30/20)	<b>5,581</b>	<b>58,173</b>	<b>716</b>
<b>* FY 2021</b> (7/1/20 – 3/31/21)	<b>2,039</b>	<b>17,825</b>	<b>283</b>

**Non-Emergency MA Wheelchair Transportation Statistics**

Dates	# of One-Way Trips	Total Miles	No Shows
<b>FY 2017</b> (7/1/16 – 6/30/17)	<b>356</b>	<b>3,671</b>	<b># included in Ambulatory statistics</b>
<b>FY 2018</b> (7/1/17 – 6/30/18)	<b>504</b>	<b>6,655</b>	<b># included in Ambulatory statistics</b>
<b>FY 2019</b> (7/1/18 – 6/30/19)	<b>391</b>	<b>4,897</b>	<b># included in Ambulatory statistics</b>
<b>FY 2020</b> (7/1/19 – 6/30/20)	<b>849</b>	<b>7,545</b>	<b># included in Ambulatory statistics</b>
<b>* FY 2021</b> (7/1/20 – 3/31/21)	<b>397</b>	<b>3,008</b>	<b># included in Ambulatory statistics</b>

The Department does not guarantee any specific minimum or maximum number of trips.

**Non-Emergency MA Ambulance Transportation Statistics**

<b>Dates</b>	<b># of One-Way Trips</b>	<b>Total Miles</b>	<b>No Shows</b>
<b>FY 2017</b> <b>(7/1/16 – 6/30/17)</b>	<b>382</b>	<b>14,679</b>	<b>0</b>
<b>FY 2018</b> <b>(7/1/17 – 6/30/18)</b>	<b>466</b>	<b>19,902</b>	<b>0</b>
<b>FY 2019</b> <b>(7/1/18 – 6/30/19)</b>	<b>442</b>	<b>18,873</b>	<b>0</b>
<b>FY 2020</b> <b>(7/1/19 – 6/30/20)</b>	<b>495</b>	<b>16,249</b>	<b>0</b>
<b>* FY 2021</b> <b>(7/1/20 – 3/31/21)</b>	<b>283</b>	<b>9,531</b>	<b>0</b>

The Department does not guarantee any specific minimum or maximum number of trips.

## **SCOPE**

- A. Contractor will provide ambulatory, and/or wheelchair, and/or ambulance transportation services to provide non-emergency trips to and from medically necessary covered services for eligible Medical Assistance recipients (and when necessary, their attendant) who have no other means of transportation available.
- B. Ambulance transports will include: Basic Life Support (BLS), Advanced Life Support (ALS), Bariatric Ambulance (BAR AMB), and Specialty Care (SCT), depending on the level of care necessary to transport the recipient and in accordance with standards set forth by Maryland Institute for Emergency Medical Services Systems (MIEMMS).
- C. Wheelchair transports will include regular wheelchair (WC) as well as bariatric wheelchair (BAR WC) transports and in accordance with applicable Public Service Commission and any other governing, licensing, or insuring standards.
- D. All such services will be provided in accordance with the Health-General Article Annotated Code of Maryland, 2-104 (b), 15-10-3 and 15-105, and Code of Maryland Regulations (COMAR) Title 10, Subtitle 09, Chapter 19, Transportation Grants.

## **DEFINITION OF TERMS – For the purpose of this contract, the following terms used are defined as:**

- A. “Actual costs” means costs for all expenses, which are incurred by a provider whether allowed for inclusion in determining the reimbursement rate, or not.
- B. “Administrative costs” means the indirect costs associated with the provider’s operation of the transportation program.
- C. “Attendant” means someone needed to accompany a recipient who is unable to travel alone.
- D. “Bariatric” means a wheelchair or ambulance transport of a recipient whose weight exceeds the capacity of standard wheelchairs and ambulances and that also requires specialized equipment or vehicles to perform the transport.
- E. “Crew Member” means a person responsible for manning a vehicle and who has been licensed or certified to perform the necessary duties.
- F. “Eligibility Verifications System (EVS)” means the computerized system set up by the State of Maryland that allows a provider, by means of telephone or Internet connection, to verify a recipient’s eligibility on a given day.
- G. “Emergency” means a situation requiring prompt diagnosis and treatment of

conditions having the potential of causing imminent disability or death.

- H. “Emergency Services” means services provided in hospital emergency facilities after the onset of a medical condition manifesting itself by symptoms of a sufficient severity that the absence of immediate medical attention could reasonably be expected by a prudent layperson, possessing and average knowledge of health and medicine, to result in placing health in jeopardy, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, or development or continuance of severe pain.
- I. “General Transportation” means various modes of conveying Medical Assistance recipients to or from Medical Assistance covered medical services. The provided services must be medically necessary and reimbursable by Medical Assistance.
- J. “Incomplete Call (aka Cancel-at-Door, No-Show)” means a situation which arises when transportation has been arranged for a recipient with a contractor and the recipient fails to keep the appointment without canceling it in advance.
- K. “After-Hours” means services that are requested or provided outside of the Talbot County Health Department’s Medical Assistance Transportation Grant Program’s intake hours, which are Monday through Friday, 8:00 am to 4:30 pm, weekends and State holidays.
- L. “Federal recipients” means recipients in the Program administered and financed by the State who meet the technical requirements of Title 19 of the Social Security Act for whom the State does claim federally-financed participation. Managed Care Organization (MCO) recipients are eligible. This does not preclude “State Only” recipients as stated on the EVS system. These recipients are eligible. Eligibility must be verified by accessing the EVS on the appropriate date of service.
- M. “Standing Order” means an order for a series of prescheduled rides within the same calendar month (i.e. All Monday, Wednesday and Friday dates that a patient is scheduled to receive dialysis treatment).

## **CONTRACTOR RESPONSIBILITIES**

- A. The contractor shall provide mode appropriate transportation for eligible Medical Assistance recipients who reside in Talbot County or whose trips originate in Talbot County (and occasionally other Medicaid recipients when approved by the TCHD), to and from the appropriate place of medical care.
- B. The contractors for wheelchair and/or ambulance transports must substantiate the ability to directly provide or to subcontract the following services:

1. Basic life support (BLS) ambulance service
  2. Advanced life support (ALS) ambulance service
  3. Specialty care transport (SCT) ambulance service
  4. Bariatric ambulance service
  5. Wheelchair van service (includes both standard and oversized – aka Bariatric wheelchairs)
- C. For ambulatory and wheelchair transports when necessary, the contractor must agree to provide door-to-door service.
- D. For ambulance transports, the contractor will be required to go to the door and enter the home or facility to get the patient in order to transport the patient to the office or suite of the medical appointment. Likewise, the contractor must agree to return to the medical office or suite to pick-up the patient for the return trip.
- E. The contractor must agree to provide routine pre-scheduled medical transportation for patients, Monday through Friday, 6:00 am – 7:00 pm. It is during these hours that most routine medical appointments and services are scheduled. Special consideration must be given for patients going to dialysis, chemotherapy, radiation treatment, medication management (i.e. methadone), mental health and appointments for other procedures or studies. These transports may occur outside routine days and hours of operation. i.e. some dialysis patients may be scheduled on Saturday.
- F. For all pre-scheduled transports, the contractor must agree to pick up the patient, and attendant if necessary, and drop them off at the appointment on time. Trips to and returns must be completed in a prompt and timely manner.
1. The contractor must give the recipients a timeframe for pick-up the afternoon prior to their appointment. For trips scheduled during peak travel hours, the pickup window should not exceed one hour and a half. Peak travel hours are between the morning hours of 7:00am and 10:00am and afternoon hours of 3:00pm and 6:00pm. For trips scheduled outside of peak travel hours, the pickup window should not exceed one hour. How much in advance of the appointment a pickup occurs will vary, depending on the distance to the appointment, traffic conditions, how many others are riding, and other factors. It is understood that trips to long distance appointments may not be within the time frames stated, but should still be reasonable and recipients should be given information about length of total trip by contractor.
  2. The contractor may not drop off a recipient at a facility that has not yet opened.
  3. At the time of drop-off, the contractor shall provide a phone number to the patient, or their attendant, to call for the return trip. Once called by the recipient for pick-up, the contractor shall arrive at the facility within 1 hour.
  4. For transports back from an appointment that have a pre-scheduled return time (i.e. dialysis) the contractor shall arrive at the facility within 30 minutes

of the pre-scheduled return time unless advised otherwise.

5. Payment may be denied for transports that cause the recipient to be late for an appointment, missed a scheduled appointment, wait over 1 hour for a prescheduled return, or wait over one hour for a non-prescheduled return transport or facility discharge or transfer. Should the contractor be running late for transport, it is the contractor's responsibility to contact the recipient or their representative to advise them of the lateness, offer to contact the medical facility to explain the situation and determine whether the patient can be seen late, then report the outcome to the patient or their representative. The contractor shall not independently push back or reschedule a recipient's transport without prior approval. Failure to comply may result in payment being denied.
6. The contractor shall maintain a detailed lateness log for submission to TCHD as may be requested.
7. Under no circumstances should a recipient be stranded at an appointment. It is the contractor's responsibility to try to ascertain the disposition of a recipient that has been dropped off at an appointment but did not call for, or cancel, a return.
8. Transports shall be made promptly. If transports are not made within the specified timeframes listed above, (i.e. due to operational/personnel/other managerial problems, etc.), the TCHD reserves the right to procure the transport elsewhere on the open market, in which event, the extra cost of procuring the transport may be charged against the contractor and deducted from monies due or which may become due.
9. When the contractor arrives to transport the recipient at the appointed time and location and with the proper mode of transport/crew and the recipient is not ready, the contractor shall offer a 5-minute ready/return grace period. The contractor shall not be required to wait beyond the 5-minute grace period unless there are extenuating circumstances that may warrant additional wait time (i.e. long distance transport).
  - a. The contractor shall obtain a signature from a recipient or their attendant if present on the ride ticket. Under no circumstances shall the contractor sign for the recipient. If recipient is able to sign and has an attendant – the attendant must also sign the ride ticket.
  - b. If the ride is a cancel at door or no show, the contractor should document on the ride ticket. TCHD and the Program cannot make payments to the contractor for rides cancelled at door, or for no shows.
  - c. Recipients are expected to provide the contractor a doctor note, or an appropriately signed or stamped ride ticket on the return trip; this is to be attached to the ride ticket.
  - d. Mileage should be reported on the ride ticket – mileage should be from the recipient's place of pick-up to place of drop-off. It is understood that many rides will be shared rides and that the contractor must take the most efficient route to pick-up other recipients along the

way, however the mileage reflected on the ride ticket should only reflect mileage from each recipient's point A to point B – if there are detours, accidents, etc. that may increase this mileage, this should be noted on the ride ticket.

10. An attendant will only be paid if marked on the ride ticket or confirmed with the TCHD. If confirmed, date and person spoke with should be documented on the ride ticket.
  11. Stops at the pharmacy must be listed on the ticket or confirmed with the TCHD. If confirmed, date and person spoke with should be documented on the ride ticket.
- G. When the contractor is so late that the patient misses their appointment, the contractor must report the missed transport immediately to the TCHD or by 10:00 am the next business day if the Program is not open when the missed appointment occurred. Payment shall only be made when the lateness is not directly attributed to the contractor (i.e. severe traffic or weather conditions).
- H. On occasion, and with the approval of the TCHD, the contractor shall provide “same day” transports. The contractor is not required to meet the transportation window but must complete these additional transports in a reasonable time period.
- I. The contractor must provide a schedule of rides by 2 pm of the previous business day, based on tickets submitted to the contractor by TCHD by 10 am the previous day, and any additional tickets submitted by noon.
- J. The contractor must refer all directly received requests for transportation on weekdays, excluding State holidays, between the hours of 8:00 am and 4:30 pm to the TCHD for screening and approval to schedule, with the exception of hospital discharges and transfers.
- K. The ambulance contractor must be able to provide mode appropriate transportation for recipients twenty-four (24) hours a day, seven (7) days a week for hospital discharges, transfers and occasional non-emergency transports to the hospital when contacted directly by TCHD, the hospital, or medical facility (TCHD should receive all calls that are during our normal working hours). These transports must be screened for eligibility in accordance with guideline. All discharges and transfers shall be reported to TCHD by 10:00 am the next business day unless approved by TCHD.
1. The contractor will not schedule discharges or transfers until the patient's discharge forms are signed. This is to ensure that no-shows are kept to a minimum, as no shows are not billable. The date, time, and name of the caller requesting discharge or transfer shall be noted on the appropriate form in order to ensure that discharges and transfers scheduled in advance are clearly defined.



2. Patient's condition cannot be considered a non-emergency if it fits any description under 2.1.9 "Emergency Services".
3. One of the following conditions must be represent for the contractor to transport a hospital discharge or transfer patient:
  - a. Patient is being discharged from an in-patient hospital stay.
  - b. Patient received treatment in a hospital emergency department and is not being admitted.
  - c. Patient is being transported from one treatment facility to another to receive a higher level of care or service not available at the current facility. (i.e. Transport from an emergency department in a hospital that does not provide psychiatric treatment to a psychiatric treatment facility.)
  - d. Patient needs to be transported for a non-emergency condition that could not have been foreseen on the previous business day. Appointment must not have been scheduled directly with the contractor during normal business hours on the previous business day unless otherwise specified and approved by the TCHD.
4. The contractor must screen the patient to determine the following eligibility requirements for hospital discharge or transfer transports:
  - a. The contractor will be required to transport recipients from a Talbot County hospital to the recipient's home or other appropriate facility outside of Talbot County. The contractor will be compensated at the rate established in this contract.
  - b. Recipient must have a valid and transportation eligible Medical Assistance number and be active on the date of service as verified through EVS system.
  - c. If the patient also has Medicare (Dually Covered) and is being transported by ambulance in accordance with transportation guidelines and State and Federal Regulations, the contractor agrees to bill Medicare first since the Medical Assistance Transportation Grant is the payer of last resort. The contractor shall only be reimbursed by the TCHD with Medicaid funds when an explanation of benefits showing that Medicare has denied payment is provided. This rule also applies to routine transports screened and scheduled by TCHD staff. Any subcontractors used as part of this contract must use the same criteria when billing Medicare first.
  - d. A TCHD approved "Provider Certification Form for Ambulance Transports" is required form the medical facility and must be screened for appropriateness (including but not limited to accuracy, eligibility, mode appropriate diagnosis, etc.) by the contractor and submitted to the TCHD along with an after-hours call log, EVS verification sheet and call sheet. All documents must be submitted to the TCHD by 10:00 am the next business day for all hospital discharge or transfer patients transported by the contactor or subcontractor. Hospital Run

Sheet should be submitted with the invoice.

- e. The contractor must provide additional documentation concerning hospital discharge or transfer transports as may be requested by TCHD.
  - f. The contractor will only be compensated for mode appropriate transports (i.e. ambulance payment will not be rendered for a patient that could be safely transported by wheelchair). TCHD will screen in detail each transport submitted for payment in concert with applicable regulations and protocols.
5. The contractor shall ensure that a complete and mode appropriate Provider Certification Form for Ambulance Transport has been received prior to the transport. Any and all ambulance transports must not take place without an approved certification form. Failure to comply may cause payment to be denied.
- L. The contractor shall accept cancellations up to 15 minutes prior to the scheduled ready time. It is the contractor's responsibility to assure that recipients are able to reach someone within the 15 minute cancellation rule.
  - M. The contractor shall agree to provide ride tickets with doctor notes that have been received for all scheduled transports, including those ride tickets for no shows and cancel at the door on a weekly basis. Ride tickets for a week should be received by TCHD by the end of the following week. Ride tickets must include mileage information for each trip to and from.
  - N. The contractor shall agree to serve as the first point of contact for complaint/incident resolution. Complaints/incidents that cannot be resolved by the contractor shall be submitted to the TCHD for resolution. The contractor shall agree to be an active participant in complaint/incident resolution in which the TCHD or other governing entity is involved.
  - O. The contractor shall report immediately to the TCHD accidents involving their vehicles and/or injuries sustained by any person transported by the contractor. A written report shall be furnished to the TCHD within forty-eight (48) hours of the incident.
  - P. The contractor shall, when requested by the TCHD, provide driver quality reports. Poor drivers or those with serious or repeated violations can be excluded from participation under this contract. Further, those drivers/crew members who have been reported to the TCHD for poor customer service can be excluded from participation as well.
  - Q. The contractor shall agree to provide wheelchair and ambulance transportation fact sheets to all new riders, or their attendants, as appropriate.

- R. During periods of inclement weather, the contractor shall ascertain road conditions to determine if it is safe to transport recipients. The safety and well-being of our recipients is at the forefront. When dangerous road conditions prevent routine transport of recipients, the contractor shall immediately notify the TCHD that transportation will be cancelled or curtailed with only the most important transports being conducted (i.e. dialysis).
- S. The contractor must ensure quality of service, including but not limited to: adequacy of vehicles for passenger safety, comfort, sufficiency of equipment accessibility and compliance with Federal motor vehicle standards. All systems and equipment must be maintained in proper working order to include the climate control system (heat & air conditioning).
- T. The contractor must ensure that all vehicles are marked with their company information and/or logo, and drivers and staff wear or present ID's identifying them as employees of the contractor.
- U. The contractor shall have an established physical office reachable by phone, fax, and email and supply sufficient office staff during the normal business hours of 8:00 am to 5:00 pm.
- V. The contractor shall agree to comply with the State MDH NEMT Program Manual.
- W. The contractor must comply/conform to all Health Insurance Portability and Accountability Act (HIPAA) regulations as they apply to patient privacy, medical electronic submissions, billing, etc., and in accordance with any other regulations as deemed necessary.
- X. The contractor shall agree to comply with any modifications/updates to these specifications, which are the result of MDH or County policy/protocol/regulation updates or changes.

### **Payment Procedures**

- A. The contractor must declare that the payment made by the TCHD be accepted as payment in full for services provided and that no additional charge will be made to any person for covered services. Payment shall be made to the contractor within (45) days of the mutually agreed upon reconciled invoice total.
- B. The contractor shall submit requests for payment on a detailed monthly invoice and shall reflect all charges for routine transportation as well as charges for additional services such as
- C. All claims for payment may be sent to the following address or via email (will be

provided to the contractor):

Talbot County Health Department  
Medical Assistance Transportation Grant Program  
100 S. Hanson Street  
Easton, MD 21601

- D. The contractor shall maintain adequate records for a minimum of six (6) years following the completion of said contract, and make them available upon request of the TCHD or other State or Federal entity.
- E. The NEMT Program will not cover no-shows, wait time, commuting miles, duplicate miles, unloaded miles, gratuities, transportation to receive non-medical services or non-covered medical services, transportation of non-medical assistance recipients, transportation to/and from correctional facilities/institutions, transportation to/and from State facilities while the recipient is a resident of that facility, and emergency transportation services.

## **SECTION D. REQUIRED BID FORMS**

1. Bid Page Forms
2. Signature Form
3. Affidavit of Qualifications to Bid
4. Federal Forms
5. HIPAA Business Association Agreement
6. Ownership Disclosure
7. NEMT Excluded Parties

***In addition to the required bid forms, RFP respondents are required to submit a service delivery plan describing how they intend to deliver the required services as noted in the proposal in compliance with COMAR 10.09.19.***

***Minimally the service delivery plan should include:***

1. ***Description of the Company, office location;***
2. ***licenses, and insurance;***
3. ***Company organizational chart;***
4. ***Drug abuse policy;***
5. ***Hours of availability for telephone communications with program participants and TCHD staff;***
6. ***Plan for weather emergencies and closures;***
7. ***Hours/days of operations for the provision of trips;***
8. ***Trip scheduling and notification requirements;***
9. ***Vehicle descriptions and number of vehicles available;***
10. ***Statement attesting that all vehicles utilized for this program will be marked with the vendor's information and/or logo;***
11. ***Number of drivers, and their qualifications;***
12. ***Statement attesting that all drivers will wear/show visible ID's identifying them as employees or the contractor;***
13. ***Explanation of ability to provide shared ride services for ambulatory or wheelchair services;***
14. ***Procedures for COVID-19 precautions such as vehicle cleaning, mask requirements, seating arrangements for shared rides;***
15. ***Other information that will indicate the contractor's commitment to this program, and to the delivery of quality services.***

## **PROPOSAL RESPONSE SUBMISSION REQUIREMENTS CHECKLIST**

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<b>Proposal Response (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>Bid Page complete for <u>each</u> service desired (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>Signature Form (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>Affidavit of Qualifications to Bid (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>Federal Forms (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>HIPAA Business Assoc. Agreement (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>Ownership Disclosure (Circle One)</b>	<b>YES</b>	<b>NO</b>
<b>NEMT Excluded Parties (Circle One)</b>	<b>YES</b>	<b>NO</b>

**BID PAGE FORMS**  
Standard Bid Acceptance Form – **AMBULATORY SERVICES**

**Medical Assistance Non-Emergency Transportation Services**  
(Solicitation/Contract Title)

**Original Contract Term – July 1, 2021– June 30, 2022**

Ambulatory Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 1 (July 1, 2022 – June 30, 2023)**

Ambulatory Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 2 (July 1, 2023 – June 30, 2024)**

Ambulatory Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 3 (July 1, 2024– June 30, 2025)**

Ambulatory Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

***Note: Mileage must not be billed for more than one NEMT Program participant in a vehicle at the same time. For this program, duplicate mileage for additional occupants in a vehicle is considered inappropriate billing practice.***

***Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The TCHD NEMT Program does not guarantee a maximum or minimum number of trips or miles.***

***Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.***

Bid Price Attested to by \_\_\_\_\_ Date \_\_\_\_\_

(Signature)

**Important: Do not alter this page.** Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.

Standard Bid Acceptance Form– **WHEELCHAIR SERVICES**

**Medical Assistance Non-Emergency Transportation Services**  
(Solicitation/Contract Title)

**Original Contract Term – July 1, 2021– June 30, 2022**

Wheelchair Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 1 (July 1, 2022 – June 30, 2023)**

Wheelchair Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 2 (July 1, 2023 – June 30, 2024)**

Wheelchair Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 3 (July 1, 2024– June 30, 2025)**

Wheelchair Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

***Note: Mileage must not be billed for more than one NEMT Program participant in a vehicle at the same time. For this program, duplicate mileage for additional occupants in a vehicle is considered inappropriate billing practice.***

***Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The TCHD NEMT Program does not guarantee a maximum or minimum number of trips or miles.***

***Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.***

Bid Price Attested to by \_\_\_\_\_ Date \_\_\_\_\_

(Signature)

**Important: Do not alter this page.** Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.



Standard Bid Acceptance Form – **AMBULANCE SERVICES**

**Medical Assistance Non-Emergency Transportation Services**  
(Solicitation/Contract Title)

**Original Contract Term – July 1, 2021– June 30, 2022**

- a. Basic Life Support (BLS) Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$\_\_\_\_\_ fixed rate per  
trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 1 (July 1, 2022 – June 30, 2023)**

- a. Basic Life Support (BLS) Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$\_\_\_\_\_ fixed rate per  
trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 2 (July 1, 2023 – June 30, 2024)**

- a. Basic Life Support (BLS) Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$\_\_\_\_\_ fixed rate per  
trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

**Option Year 3 (July 1, 2024– June 30, 2025)**

- a. Basic Life Support (BLS) Transport Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$\_\_\_\_\_ fixed rate per  
trip,

and \$\_\_\_\_\_ fixed rate per mile.

- c. Specialty Care Transport (SCT) Services; \$\_\_\_\_\_ fixed rate per trip,  
and \$\_\_\_\_\_ fixed rate per mile.

***Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The NEMT Program does not guarantee a maximum or minimum number of trips or miles.***

***Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.***

Bid Price Attested to by \_\_\_\_\_ Date \_\_\_\_\_

(Signature)

**Important: Do not alter this page.** Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.

# SIGNATURE FORM

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINT AUTHORIZED PERSON: \_\_\_\_\_

TITLE OF AUTHORIZED PERSON: \_\_\_\_\_

STREET NAME & NUMBER: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. \_\_\_\_\_

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **AFFIDAVIT OF QUALIFICATIONS TO BID**

### **A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### **C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors,

partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that



application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing,

possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:

Address: \_\_\_\_\_

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

## M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

Revised March 30, 2007

## FEDERAL FORMS

### A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
  - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.

- B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
- C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

GRANT NO: \_\_\_\_\_

STATE: \_\_\_\_\_

U.S. Department of Health and Human Services  
Certification Regarding Lobby

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobby," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred.  
Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub award recipient.  
Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

#### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance		<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type</b> a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Sub-awardee Tier _____ if known:  Congressional District, <i>if known</i>		<b>5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime:</b>  Congressional District, <i>if known</i>	
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number, if known;</b>		<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobbying Entity:</b> <i>(If individual, last name, first name, MI):</i>		<b>11. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____		<b>13. Type of Payment (Check all that apply):</b> ___ a. Retainer ___ b. One-time fee ___ c. Commission ___ d. Contingent fee ___ e. Deferred ___ f. Other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> ___ a. Cash ___ b. In-kind: specify: nature _____ value _____			
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attached Continuation Sheet(s) SF-LLL-A if necessary)			
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> _____ yes _____ no			
<b>16. Information required through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.</b>		Signature: _____  Print Name: _____  Title: _____  Telephone No: _____ Date: _____	

Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Authorized for Local Reproduction Standard Form-LLL-A

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among the \_\_\_\_\_, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and \_\_\_\_\_ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity have a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### DEFINITIONS.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

#### **USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.

Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

#### **DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.**

Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.

Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement.

In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:

- Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- Be in substantially the same form as **Exhibit A** hereto; and
- Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

- A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if Known;
- description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
- Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
- A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
- Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate



with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## **TERM AND TERMINATION.**

Term. The Term of this Agreement shall be effective as of \_\_\_\_\_, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure is feasible, report the violation to the Secretary.

### Effect of Termination.

Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the

MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

**CONSIDERATION.** Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**REMEDIES IN EVENT OF BREACH.** Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

**MODIFICATION; AMENDMENT.** This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

**INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES.** Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

**COMPLIANCE WITH STATE LAW.** The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

#### **MISCELLANEOUS.**

Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiek James, Esq.  
Privacy Officer and Compliance Analyst  
Department of Health & Mental Hygiene  
Office of the Inspector General  
201 W. Preston Street, Floor 5  
Baltimore, MD 21201-2301  
Phone: (410) 767-5411

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FORM OF NOTIFICATION TO COVERED ENTITY OF**

**BREACH OF UNSECURED PHI**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- The Maryland Medical Assistance Program, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and
- \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_

\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No      If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach: \_\_\_\_\_

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): \_\_\_\_\_

\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\*NOTICE OF OWNERSHIP AND DISCLOSURE VERIFICATION REQUIREMENT\***

Date

Vendor Name

Vendor Contact

Vendor Address

Vendor City, Vendor State Vendor Zip Code

Re: Ownership and Control Disclosure

Dear Vendor Contact:

The Federal regulations prohibit Medicaid payments for items or services furnished by excluded individuals and entities. Federal regulation 42 CFR section 1002.3 require States to report to the Health and Human Services Office of the Inspector General (HHS-OIG) information regarding individuals that have ownership or control interests in provider entities and who have been convicted of criminal offenses as described in sections 1128(a) and 1128(b)(1), (2), or (3) of the Act that have civil monetary penalties imposed under section 1128A of the Act, or that have been excluded from participation in Medicare or any of the State health care programs. Criminal offenses such as, but not limited to: (1) Conviction of program-related crimes; (2) Conviction relating to patient abuse; (3) Felony conviction relating to health care fraud; and (4) Felony conviction relating to controlled substance must be reported to the Non Emergency Medical Transportation Program (NEMT).

An individual is considered to have an ownership or control interest in a provider entity if it has direct or indirect ownership of 5 percent or more, or is a managing employee (e.g. a general manager, business manager, administrator, or director) who exercises operational or managerial control over the entity, or who directly or indirectly conducts the day-to-day operations of the entity. Under Federal regulations at 42 CFR section 1002.3(a), providers entering into or renewing a provider agreement must disclose to the State Medicaid Agency the identity of any excluded individual with an ownership or control interest in the provider entity.

To ensure that Medicaid services are not furnished by excluded individuals or entities that have ownership or control interests in provider entities and who have been convicted of a criminal offense as described in sections 1128(a) and 1128(b)(1), (2), or (3) of the Act that have civil monetary penalties imposed under section 1128A of the Act, or that have been excluded from participation in Medicare of any of the State health care programs, the Department is requiring that all NEMT providers, on a yearly basis or within 20 days after there is a change in ownership, submit a Non-Emergency Medical Transportation Provider Ownership and Disclosure Form.

The NEMT Program is not allowed to reimburse for payments to providers or entities that have not provided required ownership and control disclosures regarding business transactions. The NEMT Program may deny or terminate a contract if it is determined that the provider or entity did not fully disclose required criminal conviction information, under 42CFR section 455.106(c).

Please submit the completed Non-Emergency Medical Transportation Provider Ownership and Disclosure Form to (Grantee Representative). The NEMT Program appreciates your support to prevent fraud and abuse in the Medicaid program. If you have any other questions concerning the attestation, please contact a Transportation Specialist at 410-767-7283 or [dhmh.nemt@maryland.gov](mailto:dhmh.nemt@maryland.gov).



Maryland Department of Health and Mental Hygiene

Larry Hogan, Governor - Boyd K. Rutherford, Lt. Governor - Dennis R. Schrader, Secretary

**NON-EMERGENCY MEDICAL TRANSPORTATION  
PROVIDER OWNERSHIP AND DISCLOSURE FORM  
(Applicable to all Providers<sup>1</sup> of items or services)**

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_

Pursuant to 42 CFR 455.100 et seq., the disclosure of the following is required of Maryland Medicaid Non-Emergency Medical Transportation Providers. Please answer the following questions and sign this document affirming that this information is true and complete.

A. Name any person, who, with respect to the Title XIX Provider<sup>2...</sup>

1. ... is an officer or director.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

2. ... is a partner.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Has Direct ownership of 50% or more \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_<sup>1</sup>

“Provider” or “provider of services” means a hospital, a skilled nursing facility, an intermediate care facility, a clinic, a psychiatric facility, a mental institution, an independent clinical laboratory, a health maintenance organization, a pharmacy, and any other entity that furnishes or arranges for the furnishing of services for which payment is claimed under the Medicaid program. It does not include individual practitioners or groups of practitioners.

<sup>2</sup> Identify any persons named, who are related to others named, as spouse, parent, child or sibling.

<sup>3</sup> a). “Ownership interest” means the possession of equity in the capital of, stock in, or of any interest in the profits of the disclosing entity.

b) “Indirect ownership interest” means any ownership interest in an entity that has ownership interest in the disclosing entity. The term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

c) “Determination of ownership or control percentage”

1) Indirect ownership interest- The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A’s interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B’s interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

2) Person with an ownership or control interest- In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of the disclosing entity’s assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider’s assets, A’s interest in the provider’s assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider’s assets, B’s interest in the provider’s assets equates to 4 percent and need not be reported.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

4. ...has a combination of direct or indirect ownership interests equal to 5% or more in the Provider.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

5. ...is an owner (in whole or in part) of an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured (in whole or in part) by the Provider or its property or assets if that interest equals at least 5% of the value of the property or assets of the Provider.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

- B. With respect to any subcontractor in which the Title XIX Provider has, directly or indirectly, an ownership or control interest of 5% or more, name any person who falls within Part A. 1-5 above, as applied to the subcontractor, and specify which of the above categories he falls within.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Category: \_\_\_\_\_

- C. 1. If any person named in response to Part A. 1-5, above, has any of the relationships described in that Part with any Title XIX Provider of items or services other than the applicant, or with any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVII, or XX of the Social Security Act, state the name of the person, the name of the other Provider, and the nature of the relationship.

Name: \_\_\_\_\_ Provider: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Provider: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Provider: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. If the answer to Part C. 1. above, contains the names of more than two persons, state whether any of those so reported are related to each other as spouse, parent, child or sibling.

Relationship: \_\_\_\_\_

- D. Name any person who has been convicted<sup>4</sup> of a criminal offense related to his involvement with any program operated under Title XVIII, XIX, or XX of the Social Security Act, and who, with regard to the Title XIX Provider, falls within the provisions of A.1-5, above, or is an agent or a managing employee [an individual, including a general manager, administrator and director, who exercises operational or managerial control or who directly or indirectly conducts the day-to-day operations].

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

I hereby affirm that this information is true and complete to the best of my knowledge and belief, and that the requested information will be updated as changes occur. I further certify that upon specific request by the Secretary of the Department of Health and Human Services, or the Maryland Department of Health and Mental Hygiene, full and complete information will be supplied within 35 days of the date of the request, concerning:

- A. the ownership of any subcontractor with which the Title XIX Provider has had, during the previous 12 months, business transactions in an aggregate amount in excess of \$25,000.00 and
- B. any significant business transactions<sup>5</sup>, occurring during the 5 year period ending on the date of such request, between the Provider and any wholly-owned supplier<sup>6</sup> or any subcontractor.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

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<sup>4</sup> "Convicted" means that a judgment of conviction has been entered by a Federal, State, or local court, irrespective of whether an appeal from that judgment is pending.

<sup>5</sup> "Significant business transaction" means any business transaction or series of transactions that, during any one fiscal year, exceeds the lesser of \$25,000 or 5 percent of the total operating expense of a provider.

<sup>6</sup> "Supplier" means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital bed, or a pharmaceutical firm).



**\*NOTICE OF EXCLUDED PARTIES ATTESTATION\***

Date  
Vendor Name  
Vendor Contact  
Vendor Address  
Vendor City, Vendor State Vendor Zip Code

Re: Excluded Parties Attestation

Dear Vendor Contact:

The Health and Human Services Office of the Inspector General (HHS-OIG) imposes a payment suspension on a provider if: 1) there is credible allegation of fraud, waste or abuse; 2) the provider has an existing Medicaid overpayment; or 3) the provider has been excluded by the OIG or another State's Medicaid program within the previous 10 years. Under 42CFR §400.203 a provider is defined as any individual or entity furnishing Medicaid services under an agreement with the Medicaid agency.

Under the Non-Emergency Medical Transportation Program (NEMT), the grantee is prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. This payment ban applies to any items or services reimbursable under a Medicaid program that are furnished by an excluded individual or entity. Also, Medicaid payments may not be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

As a vendor, this extends to:

- All methods of reimbursement, whether payment results from itemized claims, cost reports, fee schedules, or a prospective payment system;
- Payment for administrative and management services not directly related to patient care, but that are a necessary component of providing items and services to Medicaid recipients, when those payments are reported on a cost report or are otherwise payable by the Medicaid program; and
- Payment to cover an excluded individual's salary, expenses or fringe benefits, regardless of whether they provide direct patient care, when those payments are reported on a cost report or are otherwise payable by the Medicaid program.

When a provider is reimbursed for any service or item provided by an excluded provider as described above, this is considered an overpayment and the Department will recoup this money. Additionally, civil monetary penalties may be imposed against providers that employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients.

To ensure that Medicaid services are not furnished by an excluded individual or entity, the Department is requiring that all NEMT providers, on a monthly basis, screen all employees and contractors to determine whether any of them have been excluded. Once all employees and contractors are screened, the NEMT provider must complete the attached attestation monthly, documenting that the screening was completed. Screenshots of these verifications must also be sent to the Grantee proving verification completion. If an excluded individual or entity is identified, the NEMT provider must immediately report any exclusion information discovered to (Grantee Representative), this includes an attestation that no excluded individuals were found.

NEMT providers should use the following databases to determine whether their employees and contractors are excluded individuals or entities:

- The List of Excluded Individuals/Entities (LEIE) ([http://oig.hhs.gov/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/exclusions/exclusions_list.asp));
- The DHMH “[MMA Provider & Other Sanctioned Entities List](http://www.dhmf.org/Portals/0/RelatedLinks.aspx)” (<http://www.dhmf.org/Portals/0/RelatedLinks.aspx>); and
- Any such other databases as the Department of Health and Mental Hygiene may prescribe.

The NEMT Program appreciates your support to prevent fraud and abuse in the Medicaid program. If you have any other questions concerning the attestation, please contact a Transportation Specialist at 410-767-7283.

ev: 5/10/2016



STATE OF MARYLAND

DHMMH

Maryland Department of Health and Mental Hygiene

*Larry Hogan, Governor - Boyd K. Rutherford, Lt. Governor - Dennis R. Schrader, Secretary*

### Excluded Parties Verification Attestation

The Health and Human Services Office of the Inspector General (HHS-OIG) imposes a payment suspension on a provider based on credible allegations of fraud, waste or abuse, whether the provider has an existing Medicaid overpayment, or the provider has been excluded by the OIG or another State's Medicaid program within the previous 10 years.

All Medicaid providers of service are required to search the following databases on a monthly basis, to determine and document whether employees and contractors are excluded individuals or entities (General Provider. Transmittal No. 73):

- The List of Excluded Individuals/Entities (LEIE) ([http://oig.hhs.gov/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/exclusions/exclusions_list.asp));
- The DHMMH "MMA Provider & Other Sanctioned Entities List" (<https://mmcp.dhmmh.maryland.gov/Documents/SanctionedProvidersUpdate11022016.pdf>); and
- Any other databases as the Department of Health and Mental Hygiene may prescribe.

#### Attestation:

I, \_\_\_\_\_ (Transportation Vendor Authorized Representative), affirm that \_\_\_\_\_ (Name of Contracting Individual/Business/Organization) shall comply with all state and federal laws and regulations concerning Medicaid and Medicaid Non-emergency Medical Transportation Services.

\_\_\_\_\_ (Name of Contracting Individual/Business/Organization) affirms that the prescribed databases were searched on \_\_\_\_\_ (Date). Searches of the databases yielded \_\_\_\_\_ no excluded individuals; or \_\_\_\_\_ the following excluded individuals:

EXCLUDED INDIVIDUAL	RESULTS

Attached are screenshots of all employees, contractors and sub-contractors and their employees verified using the LEIE and Maryland databases.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

#### Mail Completed Attestation To:

(NEMT Grantee Contact Information)  
(Address and E-Mail)

**Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division

Room 205, P.O. Box 746

Annapolis, Maryland 21404-0746

COT/GAD X-10